

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

EASTERN ELECTRIC CORP. OF NEW
JERSEY,

Plaintiff

v.

SHOEMAKER CONSTRUCTION CO.,
et al.

Defendants

FILED

CIVIL ACTION

SEP 4 2009
MICHAEL E. KUENZ, Clerk
By [Signature] Dep. Clerk

NO. 08-3825

ORDER

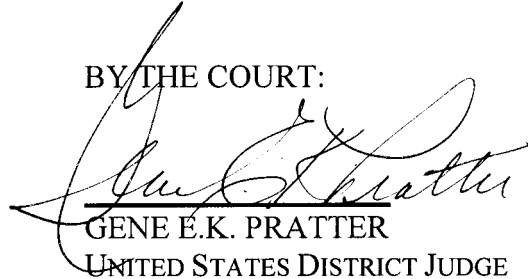
AND NOW this 3rd day of September 2009, upon consideration of Shoemaker Construction Company's Motion for Entry of Default Judgment (Doc. No. 47) and for the reasons contained in the accompanying Memorandum, IT IS HEREBY ORDERED that the Motion is GRANTED and judgment by default is entered against 1419-1425 Locust GP, LLC, VEF VI – Tower 1419 Project GP, LLC, and Christopher H. Martorella, personally, as follows:

- 1) Judgment is entered in favor of Shoemaker Construction Co. and against 1419-1425 Locust GP, LLC and VEF VI – Tower 1419 Project GP, LLC, jointly and severally, in the amount of \$660,254.00, representing the unpaid contract balance on the Contract plus interest and penalty interest, to and including May 1, 2009, pursuant to the Pennsylvania Contractors and Subcontractors Payment Act ("CASPA") (and interest shall continue to accrue from and after May 1, 2009 at the rate of \$194.00 per day until paid);
- 2) Judgment is entered in favor of Shoemaker Construction Co. and against 1419-1425 Locust GP, LLC and VEF VI – Tower 1419 Project GP, LLC, jointly and severally, in the amount of \$4,316,138.00, representing the delay related damages

incurred by Shoemaker and its subcontractors, plus interest at a rate of 6% per annum (simple interest);

- 3) Judgment is entered in favor of Shoemaker Construction Co. and against Christopher H. Martorella, personally, in the amount of 636,693.00, representing the unpaid balance of the contract price on the Sub-Job Agreement, plus interest at a rate of 6% per annum (simple interest) to and including May 1, 2009 (interest at 6% annually shall continue to accrue from and after May 1, 2009 until paid); and
- 4) Judgment is entered in favor of Shoemaker Construction Co. and against 1419-1425 Locust GP, LLC and VEF VI – Tower 1419 Project GP, LLC declaring that Shoemaker Construction Co. and its subcontractors are excused from the performance of any otherwise remaining obligations under the Contract dated January 31, 2006 between 1419 Tower, L.P. and Shoemaker Construction Co..

BY THE COURT:



GENE E.K. PRATTER
UNITED STATES DISTRICT JUDGE